

The following is the Table of Contents for the Internet Bid Package documents.

05a1125a.doc	Invitation For Bid, 20 pages, Attachments 1,2,3,6, and 7
05a1125b.doc	Proposed Form of the Agreement , Attachment 8, 20 pages
05a1125c.doc	Small Business Subcontracting Preference Form for Non-Small Business, Attachment 4, 1 page
05a1125d.doc	DVBE Participation Form, Attachment 5, 16 pages

If this Bid Package is downloaded via the Internet, you will need to submit your signed bid documents in a sealed envelope with the following information on the envelope as provided in the sample below:

YOUR RETURN ADDRESS	<b>Agreement No.</b> 05a1125  <b>Bid Due Date:</b> <b>Bid Due Time:</b> 2:15 P.M. <b>Bid Opening Time:</b> 2:30 P.M. <b>Attn:</b> Karyn Shanks	<div style="border: 1px solid black; width: 150px; height: 100px; margin: 0 auto;"></div>
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**DEPARTMENT OF TRANSPORTATION****ADMINISTRATION**

DIVISION OF PROCUREMENT AND CONTRACTS MS-65

1727 30<sup>TH</sup> STREET

SACRAMENTO, CA 95816-7006

PHONE (916) 227-6000

FAX (916) 227-6155

TTY (800) 735-0193 or (916) 227-2857

INTERNET <http://caltrans-opac.ca.gov>*Flex your power!  
Be energy efficient!*

June 11, 2007

**INVITATION FOR BID (IFB)**  
**IFB # 05a1125**  
**Notice to Prospective Contractors**

You are invited to review and respond to this Invitation for Bid (IFB), entitled 05a1125 Landscape Maintenance. In submitting your bid, you must comply with the instructions found herein.

Note that all contracts entered into with the State of California, Department of Transportation (State) will include, by reference, General Terms and Conditions and Contractor Certification Clauses that may be viewed and downloaded at Internet site <http://www.ols.dgs.ca.gov/Standard+Language>. If you do not have Internet access, a hard copy can be provided by contacting the Bid Unit: (916) 227-6075, FAX (916) 227-1950.

**This contract requires Prevailing Wages. Refer to Attachment 8, Proposed form of Agreement for requirement details.**

In the opinion of the State, this IFB is complete and without need of explanation. However, if you have questions\*, or should you need any clarifying information, the designated contact person for this IFB is:

Karyn Shanks  
**Department of Transportation**  
(916) 227-6085  
(916) 227-1950

Please note that no *verbal* information given will be binding upon the State unless such information is issued in writing as an official addendum.

Karyn Shanks  
Contract Analyst

\*Technical questions regarding this solicitation will be addressed, in writing, in accordance with the Questions and Answers portion of this IFB. See **Section B 1, Time Schedule** for more details.

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## A) Purpose and Description of Services

Refer to the Proposed Form of Agreement, which is attached to this IFB as **Attachment 8 (Exhibit A)**.

## B) Bid Requirements and Information

### 1. Time Schedule

It is recognized that time is of the essence. All bidders are hereby advised of the following schedule and will be expected to adhere to the required dates and times.

EVENT	DATE	TIME (Pacific Daylight Time)
IFB available to prospective bidders	06/14/07	
Written Question Submittal	06/26/07	
Final Date and Time for Bid Submission	06/26/07	2:15
Bid Opening	06/26/07	2:30
Notice of Intent to Award		
Proposed Award Date (estimate)	07/01/07	

### 2. Questions and Answers

- a) Questions regarding this IFB must be submitted in writing. Bidders are encouraged to submit their written questions by, 2007.
- b) Written questions must include the individual's name, firm name, complete address and must reference IFB No. 05a1125. Questions must be sent to the following address:

MAILED OR FAXED TO:  
Fax No.: (916) 227-6155

Department of Transportation, MS-65  
Division of Procurement and Contracts  
Attention: Karyn Shanks  
1727 30th Street  
Sacramento, CA 95816

- c) Written responses to all questions will be collectively compiled and mailed, as an Addendum, to each individual or firm who downloaded this IFB from the Internet or who requested this IFB by calling the recorded bid line: (916) 227-6090. Hard copy responses are disseminated by mail and an electronic version is uploaded to the Department of Transportation's website. Refer Section C (1), **Time Schedule**, for this IFB's schedule of events and dates/times. It is the responsibility of the Bidder to inquire about an expected Addendum if the Addendum is not received. Bidder can contact the Contract Analyst named above or check the Department of Transportation's website:

<http://www.caltrans-opac.ca.gov/contract.htm>

### 3. Inclusive Costs

Bid prices/rates shall include the cost of employer payments to or on behalf of employees, subsistence, travel, compensation insurance premiums, unemployment contributions, social security taxes, contract bond premiums, and any other taxes or assessments, **including but not limited to, sales and use taxes** required by law or otherwise and no additional allowance will be made thereof unless separate payment provisions in the Agreement should specifically so provide.

### 4. Small Business Preference: <http://www.pd.dgs.ca.gov/smbus>

Small business preference will be granted on this IFB. Only firms certified as a "Small Business" or "Microbusiness" with the Department of General Services, Office of Small Business Certification and Resources (formerly OSMB) or Contractors who commit to subcontracting a minimum of 25% of their net bid price to Small Businesses or Microbusinesses, in the categories most appropriate to accomplish the prescribed services, will be granted this preference.

### 5. State Prevailing Wages

State General Prevailing Wage Rates will apply for the County(ies) of **an Luis Obispo** as described in the attached Proposed Form of Agreement (Attachment 8). The predetermined general prevailing wage rate publication, as set by the Director of Industrial Relations, may be obtained by contacting **Camillo Prandini**, Labor Compliance Officer, District 5, **P.O. Box 12616, Fresno, CA 93778-2616** Phone **(559) 445-6468**. Copies may also be obtained via the Internet: <http://www.dir.ca.gov>. The Department of Transportation does not provide the specific craft/classification determination for specific work or services. It is the bidder's responsibility.

### 6. Recycle Certification

Your signature affixed hereon and dated on the attached Bid/Bidder Certification Sheet shall signify that you are aware of the recycle materials, goods, and supplies program requirements of California Public Contract Code Sections 12200, 12205, and 12161, and that the recycle content certification will be required for the successful contractor. The awarded bidder will be required to complete a Recycle Content Certification Form (ADM-2038) and provide the form with the signed agreement. An incomplete form or failure to provide a completed form will result in cancellation of the contract.

### 7. Motor Carrier Permit

Bidder must have at the time of bid submittal and for the duration of the contract, a valid current Motor Vehicle Carrier Permit issued by the California Department of Motor Vehicles (DMV) for the type of work to be performed. Bidder shall pay fee to obtain and maintain, in good standing, all necessary licenses and permits to accomplish the work. Bidders will be considered non-responsive unless all proper licensing requirements are met. An invalid license/permit will result in rejection of the bid. Positive verification of a valid permit issued by the DMV will be performed by Caltrans. You may call your local DMV permit office or the Sacramento DMV Motor Carrier Permit Branch at (916) 657-8153. Prior to obtaining a Motor Carrier Permit,

you must have a California CA Number issued by the California Highway Patrol (CHP), and you may call your local CHP office or the Sacramento CHP Commercial Records Unit at (916) 375-2810.

## 8. Contractor License

Bidder must have, at time of bid submittal and for the duration of the contract, a valid, current C 27 license issued by the California Contractor's State License Board, for the type of work to be performed. Bidder shall obtain, pay for and maintain, in good standing, all necessary licenses and permits to accomplish the work. Bidders will be considered non-responsive unless proper licensing requirements are met. An invalid license will result in rejection of the bid. Positive verification of a valid license issued by the California Contractor's State License Board will be performed by Caltrans (reference B&PC 7028.15).

## 9. Subcontractors

Bidder may subcontract portions of the work as defined in the attached Proposed Form of Agreement. If a subcontractor(s) is used, complete Attachment 3, Subcontracting Provisions/List. Bidder must ensure that the subcontractor(s) will have all necessary licenses, permits, and/or certifications to accomplish its portion of the work. Failure of a subcontractor(s) to have the proper licenses, permits, and/or certifications, shall be cause for rejection of bid.

## 10. Insurance

The bidder who receives the Agreement award, must provide a certificate of Insurance providing proof of insurance to the DPAC within ten (10) working days from the date of notification of award. The State's Office of Risk and Insurance Management will review insurance certificates and/or proof of self-insurance documentation before execution of the Agreement. Refer to the Proposed Form of Agreement, **Attachment 9, Exhibit E** for the applicable specific Insurance requirements and coverage limits.

## 11. Bid Submittal

- a) **All bids must** be submitted in a **sealed envelope** and received by the Department of Transportation, Contract's Office by dates and times shown in Section C, Bid Requirements and Information, **Item 1) Time Schedule**. The sealed envelope must be clearly marked with the IFB number and title; must show your firm name and address, and must be marked with "BID SUBMITTAL - DO NOT OPEN", as shown in the following example:

IFB Number: 05a1125  
IFB Name: Landscape Maintenance  
Firm Name:  
Firm Address:

**BID SUBMITTAL - DO NOT OPEN**

- b) Bids not submitted in a clearly labeled sealed envelope shall be rejected. A complete bid package (originals only) must be submitted. **Late bids will not be considered.**
- c) All bids shall include the documents identified in this IFB's **Attachment 8, Required Attachment Checklist**. Bids not including the proper "required attachments" shall be deemed non-responsive. A non-responsive bid is one that does not meet the basic bid requirements.
- d) Only an individual who is legally authorized to bind the proposing firm contractually shall sign all documents requiring a signature, and each document must bear an original ink signature.
- e) Mail or deliver bids to the following address:

U.S. Postal Service Deliveries (UPS, Express Mail, Federal Express) or \*Hand Deliveries

Department of Transportation, MS 65  
Division of Procurement and Contracts  
1727 – 30<sup>th</sup> Street  
Sacramento, CA 95816

\* If your bid is hand delivered, you must date and time stamp the sealed envelope/package immediately upon arrival. The date/time stamp machine is located in the lobby of the first floor to the right of the security guard station at the address noted above. After date/time stamping, bids should be placed in the locked bid cabinet located below the time stamp. If the bid package is too large to be electronically stamped, date/time stamp one of the labels provided and attach it to the proposal package. When the bid package is too large for the locked bid cabinet, ask the security guard to call the Contracts' reception desk at 227-6000 to have your bid package picked up by Contracts' staff.

- f) Bid opening will be held at the above address at **2:30 PM** on the date stated in Section B - Bid Requirements and Information, 1 - Time Schedule.
- g) Bids must include the performance of all the services described herein. Any attempt to modify the bid document to deviate from the work specifications will not be considered and will cause a bid to be rejected.
- h) A bid may be rejected if it is conditional, incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may reject any bid on the basis that it is not responsive or from a responsible bidder, and may waive any immaterial deviation in a bid. The State's waiver of an immaterial defect shall in no way modify the IFB document or excuse the bidder from full compliance with all requirements if awarded the agreement.
- i) Costs for developing bids and in anticipation of award of the contract are entirely the responsibility of the bidder and shall not be charged to the State.
- j) Only an individual who is authorized to bind the bidding firm contractually shall sign the attached Bid/Bidder Certification Sheet, **Attachment 6**. The signature must

also indicate the title or position that the individual holds in the firm. **An unsigned bid shall be rejected.**

- k) A bidder may modify a bid after its submission by first withdrawing the original bid and then by resubmitting a new bid prior to the bid submittal deadline. Bidder modifications offered in any other manner, oral or written, will not be considered.
- l) A bidder may withdraw a bid by, prior to bid opening, submitting a written withdrawal request to the State, signed by the bidder or an agent authorized in accordance with section j above. A bidder may thereafter submit a new bid prior to the bid submittal deadline. Bids may not be withdrawn without cause subsequent to bid submittal deadline.
- m) The State may modify the IFB prior to the date fixed for submission of bids by the issuance of an addendum sent to all parties who received a bid package.
- n) The State reserves the right to reject all bids for reasonable cause.
- o) Bidders are cautioned to not rely on the State during its evaluation process to discover and report to the bidder any defects and errors in the submitted documents. Before submitting their documents, bidders should carefully proof them for errors and full adherence to the IFB requirements.
- p) Where applicable, bidder should carefully examine work sites and specifications. Bidder shall investigate conditions, character, and quality of surface or subsurface materials or obstacles that might be encountered. No additions or increases to the contract amount will be made due to a lack of careful examination of work sites and specifications.
- q) The State does not accept alternate contract language from a bidder. A bid with such language will be considered a counter proposal and will be rejected. **The State's General Terms and Conditions (GTC) are not negotiable.** The **GTC 307** may be viewed at Internet site <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>.

## 12. Evaluation and Selection

- a) At the time of bid opening, each bid will be checked for the presence or absence of required information in conformance with the submission requirements of this IFB.
- b) The State will evaluate each bid to determine its responsiveness to the State's needs.
- c) Bids that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the bidder, shall be rejected.
- d) The contract, if awarded, shall be awarded to the lowest responsible bidder meeting the specifications. A bid meets the specifications if it complies with all of the requirements in this solicitation. In the event of a tie bid, the State will draw lots to determine the successful contractor. Only one proposal or bid may be submitted by an entity: individual, firm, partnership, corporation, joint venture or combination thereof. Receipt of more than one bid from an entity will result in all bids from that entity being rejected and returned to the bidder.



### 13. Award and Protest

- a) Whenever a contract is awarded under a procedure that provides for competitive bidding, but the contract is not to be awarded to the low Bidder, the low Bidder shall be notified by telegram, electronic facsimile transmission, overnight courier, or personal delivery five (5) working days prior to the award of the contract.
- b) Upon written request by any bidder, notice of the proposed award shall be posted in a public place in the office of the awarding agency at least five (5) working days prior to awarding the contract.
- c) Grounds for Filing a Protest: After the issuance of the applicable contract award notices as specified in this IFB, the right to protest the proposed award of a contract is afforded any bidder who claims it should have been awarded the agreement because it was the lowest responsible bidder meeting the specifications. The protest must be submitted to the Department of Transportation prior to the award of contract. In such case, the contract shall not be awarded until either the protest has been withdrawn or the Department of Transportation has decided the matter.
- d) Filing an Initial Protest: Within five (5) days after filing the initial protest, the protesting bidder shall file with the Department of General Services and the Department of Transportation a full and complete written statement specifying the grounds for the protest. The written protest must be sent to the addresses below:

Department of Transportation Division of Procurement & Contracts, MS 65 Attention: Bid, Protest, & Dispute Branch Chief 1727 30 <sup>th</sup> Street Sacramento, CA 95816 Phone Number: (916) 227-6096 Fax Number: (916) 227-6155	
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It is suggested that you submit any protest by certified or registered mail.

- e) Upon award of the contract, contractor must complete and submit to the Department of Transportation the Payee Data Record (STD 204), to determine if the contractor is subject to state income tax withholding pursuant to California Revenue and Taxation Code §18662 and §26131. This form can be found on the Internet at [www.osp.dgs.ca.gov](http://www.osp.dgs.ca.gov) under the heading STANDARD FORMS. No payment shall be made unless a completed STD 204 has been returned to the Department of Transportation.
- f) Prior to the award of the contract, the awarded bidder(s) must sign and submit to the Department of Transportation, page one (1) of the Contractor Certification Clauses (CCC), **Attachment 2**, or this form can be obtained via the Internet at <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>. Bidder may also, as an option, submit with bid package.

#### **14. Standard Conditions of Service**

- a.) Service shall not begin prior than the express date set by the Department of Transportation and the contractor, after all approvals have been obtained, and the agreement is fully executed. Should the contractor fail to commence work at the agreed upon time, the Department of Transportation, upon five (5) days written notice to the contractor, reserves the right to terminate the agreement. In addition, the contractor shall be liable to the State for the difference between contractor's bid price and the actual cost of performing work by the second lowest Bidder or by another contractor.
- b.) All performance under the contract shall be completed on or before the termination date of the contract.
- c.) The bidder declares that the only persons or parties interested in this bid proposal as principals are those named herein; that this bid proposal is made without collusion with any other person, firm or corporation; and the bidder has carefully examined the Invitation for Bid (IFB), the Proposed Form of Agreement, and the special provisions herein referred to, and proposes and agrees, if this proposal is accepted, that the bidder will contract with the State to provide all necessary labor, materials, tools or equipment in the time and manner specified.
- d.) If the bidder is awarded the contract and refuses to sign the contract presented for signature within the time and manner required, the bidder will be liable to the Department of Transportation for actual damages resulting to the Department therefrom of 10% of the amount bid, whichever is less.
- e.) No oral understanding or agreement shall be binding on either party.

#### **C) Special Programs**

The following Special Programs are applicable to this IFB.

##### **1. Small Business or Microbusiness Preference**

If prospective Contractor is claiming the 5% certified Small Business or microbusiness preference, complete Section 16, Attachment 6 (Bid/Bidder Certification Sheet) and attach a copy of your certification (See Attachment 6).

If prospective Contractor is committing to subcontract 25% or more of their net bid price to one of more Certified Small Businesses or microbusiness, complete Attachment 4, Small Business Subcontractor Preference Form For Non-Small Business Bidders.

Additional References: <http://www.pd.dgs.ca.gov/smbus/default.htm>

Section 14835, et seq. of the California Government Code requires that a five-percent preference be given to contractors who qualify as a certified small business or microbusiness. The rules and regulations of this law, including the definition of a small business for the delivery of services, are contained in Title 2, California Code of Regulations, Section 1896, et seq. To claim the small business or microbusiness preference, your firm must have its principal place of business located in California and be certified by the Department of General Services, Office

of Small Business Certification and Resources. The preference amount may not exceed \$50,000 for any bid.

Pursuant to Government Code Section 14838 and Title 2 of the California Code of Regulations, Section 1896, in order to facilitate the participation of small businesses, including microbusinesses, the preference to such businesses shall be 5% of the lowest responsible bid. If a bidder is not a certified small business, but wishes to be eligible for the 5% "non-small business" bidders preference, the bidder must subcontract at least 25% of its net bid price to one or more certified small businesses. The proposer must provide a list with its bid identifying such certified small businesses or microbusinesses (ADM 3019, Attachment 4). Preferences may not be awarded to a noncompliant bidder and may not be used to achieve any applicable minimum requirements.

Small business and microbusiness bidders shall have precedence over non-small business bidders in the application of any bidder preference for which non-small business bidders may be eligible.

Questions regarding the certification approval process or Small Business program should be directed to that office at (800) 559-5529 or (916) 375-4940. For the 24-Hour Recording & Mail Request call (916) 322-5060.

## 2. Disabled Veteran Business Enterprises (DVBE)

**The goal is 3%.** See Attachment 5 to complete the required forms and for further detailed information concerning DVBE requirements; complete Section 16, **Attachment 6** (Bid/Bidder Certification Sheet); and, attach a copy of your certification. This project is subject to Public Contract Code 10115, et seq. which requires State funded contracts to have a participation goals of 3% for DVBE, expressed as percentages of the total dollar value of the contract for DVBEs participating in this contract. These goals apply to the overall contract dollar amount expended each year by the Department of Transportation. Failure to provide detailed cost breakdowns and any required DVBE information in the Cost Proposal **will be cause for rejection** of the proposal.

Additional References: <http://www.pd.dgs.ca.gov/smbus/default.htm>

BID PROPOSAL

ATTACHMENT 1

CONTRACTOR'S NAME (Please Print):			CONTRACT NO.	PAGE	
ITEM NO.	ESTIMATED QUANTITY	UNIT OF MEASURE	ITEM	MONTHLY PRICE (In Figures)	OF TOTAL (In Figures)
1		Weekly	Landscape Maintenance – Mowing, edging, weeding, raking leaves and cleaning all grass areas and flower beds weekly. Keep all walkways to building entrances clean. Hand trim all shrubbery and groundcovers.		
2		Monthly	Cut branches and leaves removed from hedges.  Provide basic ant and insecticide spraying. Fertilize all ground areas monthly.		
3		As needed	Make emergency repairs when needed. Maintain sprinklers in proper working order. Repair or replace damaged sprinklers as needed equal in quality to existing parts		
(1) THE ABOVE QUANTITIES ARE ESTIMATES ONLY AND ARE GIVEN AS A BASIS FOR COMPARISON OF BIDS. NO GUARANTEE IS MADE OR IMPLIED AS TO THE EXACT QUANTITY THAT WILL BE NEEDED.				TOTAL THIS SHEET	
(2) IN CASE OF DISCREPANCY BETWEEN THE UNIT PRICE AND THE TOTAL SET FORTH FOR A UNIT BASIS ITEM, THE UNIT PRICE SHALL PREVAIL.				TOTAL THIS PROPOSAL	

**ATTACHMENT 2**  
**CONTRACTOR CERTIFICATION CLAUSES**

CCC-307

**CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

**CONTRACTOR CERTIFICATION CLAUSES**

1. **STATEMENT OF COMPLIANCE**: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS**: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code Section 10295.3.

## **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST**: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. **LABOR CODE/WORKERS' COMPENSATION**: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. **AMERICANS WITH DISABILITIES ACT**: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. **CONTRACTOR NAME CHANGE**: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
  - b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
  - c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.



**ATTACHMENT 6**  
**BID/BIDDER CERTIFICATION SHEET**

This Bid/Bidder Certification Sheet must be signed and returned along with all "required attachments" as an entire package in duplicate with original signatures. The bid must be transmitted in a sealed envelope in accordance with IFB instructions. Only an individual who is authorized to bind the bidding firm contractually shall sign the Bid/Bidder Certification Sheet. The signature must indicate the title or position that the individual holds in the firm.

- A. Our all-inclusive bid is submitted in a sealed envelope marked "**Bid Submittal - Do Not Open**".
- B. All required attachments are included with this certification sheet.
- C. I have read and understand the DVBE participation requirements and have included documentation demonstrating that I have met the participation goals or have made a good faith effort.
- D. The signature affixed hereon and dated certifies compliance with all the requirements of this bid document. The signature below authorizes the verification of this certification.
- E. The signature and date affixed hereon certifies that this bid is a firm offer for a 90-day period.

**An Unsigned Bid/Bidder Certification Sheet Shall Be Rejected**

1. Company Name	2. Telephone Number (   )	2a. Fax Number (   )
3. Address		
Indicate your organization type:		
4. <input type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> Corporation
Indicate the applicable employee and/or corporation number:		
7. Federal Employee ID No. (FEIN)	8. California Corporation No.	
Indicate applicable license and/or certification information:		
9. Contractor's State Licensing Board Number	10. PUC License Number CAL-T-	11. Required
12. Proposer's Name (Print)	13. Title	
14. <b>Signature</b>	15. Date	
16. Are you certified with the Department of General Services, Office of Small Business Certification and Resources (OSBCR) as:		
a. Small Business Enterprise    Yes <input type="checkbox"/> No <input type="checkbox"/>		
If yes, enter certification number: _____		
b. Disabled Veteran Business Enterprise    Yes <input type="checkbox"/> No <input type="checkbox"/>		
If yes, enter your service code below: _____		
<b>NOTE:</b> A copy of your Certification is required to be included if either of the above items is checked " <b>Yes</b> ". Date application was submitted to OSBCR, if an application is pending:		

## Completion Instructions for Bid/Bidder Certification Sheet

Complete the numbered items on the  
Bid/Bidder Certification Sheet by following the instructions below.

Item Numbers	Instructions
1, 2, 2a, 3	Must be completed. These items are self-explanatory.
4	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
5	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
6	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
7	Enter your federal employee tax identification number.
8	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
9	Complete if your firm holds a California contractor's license. This information will be used to verify possession of a contractor's license for public works agreements.
10	Complete if your firm holds a PUC license. This information will be used to verify possession of a PUC license for public works agreements.
11	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
12, 13, 14, 15	Must be completed. These items are self-explanatory.
16	If certified as a Small Business Enterprise, place a check in the "yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSBCR.

**ATTACHMENT 7**  
**Invitation for Bid 05a1125)**

**ATTACHMENT CHECKLIST**

A complete bid or bid package will consist of the items identified below.

Complete this checklist to confirm the items in your bid package. Place a check mark or "X" next to each item that you are submitting to the State. All attachments identified below (unless noted otherwise) are required and must be returned as instructed or your bid may be considered non-responsive. **Return this checklist with your bid package.**

<b><u>Attachments</u></b>	<b><u>Attachment Name/Description</u></b>
_____ Attachment 1	Bid Proposal (ADM-1412)
_____ Attachment 2	Contractor Certification Clauses (CCC 307). The CCC 307 can also be found on the Internet at <a href="http://www.dgs.ca.gov/contracts">http://www.dgs.ca.gov/contracts</a> . Page one (1) must be signed and submitted prior to the award of the contract.
_____ Attachment 3	ADM-1511, Subcontracting Provisions/List
_____ Attachment 4	Small Business Preference Form For Non-Small Business Bidders, ADM-3019
_____ Attachment 5	Disabled Veteran Business Enterprise (DVBE) Participation Forms: STD. 840, DVBE Participation Goals and Verification and STD. 840A, DVBE Good Faith Effort Documentation, and all necessary attachments.
_____ Attachment 6	Bid/Bidder Certification Sheet
_____ Attachment 7	Attachment Checklist
_____ Attachment 8	Proposed Form of the Agreement

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

**SUBCONTRACTING PROVISIONS/LIST**

Form ADM 1511 (REV. 9/06)

**ATTACHMENT 3**

List all subcontractors that will be used in this Agreement. All subcontractors listed below must be used in accordance with the Agreement. This includes, if applicable, compliance with the subcontracting provisions and any Disabled Veteran Enterprise (DVBE), Small Business, and Micro-Business subcontractors. If none, bidder to write "NONE" in this space.

NAME	BUSINESS ADDRESS	DESCRIPTION OF PORTION OF WORK WHICH WILL BE DONE BY EACH CONTRACTOR*

**ATTACHMENT #8**  
Sample Standard Agreement

AGREEMENT NUMBER
05A1125
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

**Department of Transportation**

CONTRACTOR'S NAME

TBD

2. The term of July 1, 2007 through June 30, 2009  
Agreement is:

3. The maximum amount TBD  
of this Agreement is:

4. The parties agree to comply with the terms and conditions of the following exhibits/attachments, which are by this reference, made a part of the Agreement.

<b>Exhibit A</b> – Scope of Work	2 Pages
<b>Exhibit B</b> – Budget Detail and Payment Provisions	9 Pages
<b>Exhibit C*</b> – General Terms and Conditions (Electronic File: GTC 307)	0 Pages
<b>Exhibit D</b> - Special Terms and Conditions	6 Pages
<b>Exhibit E</b> – Additional Provisions	3 Pages
<b>Attachment 1</b> - Bid Proposal (To Be Added)	1 Page
<b>Attachment 3</b> – Subcontractor Provisions/List	Pages
<b>Attachment 4</b> – Small Business Subcontracting Preference Form	1 Page
<b>Attachment 5</b> – DVBE Participation Form	16 Pages

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this Agreement as if attached hereto. *These documents can be viewed at* <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

**CONTRACTOR**

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

TBD

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

**STATE OF CALIFORNIA**

AGENCY NAME

**Department of Transportation (Department)**

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

**Diane Hultman, Contract Officer**

ADDRESS

1727 30<sup>th</sup> Street, MS 65  
Sacramento, CA 95816

**California Department of  
General Services Use Only**

☒ Exempt per: PCC 10351(a)(1)

**EXHIBIT A**  
**Standard Agreement**

**SCOPE OF WORK**

1. Contractor agrees to provide all labor, tools, materials, and equipment to maintain the District 5 Office complex grounds on a regular and on call basis. The complex is located at 50 Higuera Street, and across the street at 66 Madonna Road, San Luis Obispo, California.
2. This Agreement will commence on the start date **July 1, 2007** as presented herein or upon approval by the State, which ever is later and no work shall begin before that time. This Agreement is of no effect unless approved by the State. The Contractor shall not receive payment for work performed prior to approval of the Agreement and before receipt of notice to proceed by the Contract Manager. This Agreement shall expire on **June 30, 2009**. The services shall be provided between 6:00 a.m. and 4:00 p.m. on Mondays only, (except holidays). The parties may amend this agreement as permitted by law.
3. All inquiries during the term of this Agreement will be directed to the project representatives listed below:

Department of Transportation	Contractor: TBD
Section/Unit:	Section/Unit:
Contract Manager:TBD	Project Manager:
Address:	Address:
Bus. Phone No.:	Bus. Phone No.:
Fax No:	Fax No:

4. Detailed description of work to be performed and duties of all parties:

Contractor agrees to:

- A. A normal service day shall be on Mondays, except for excused Mondays due to state holidays. Bad weather service days will be permitted on the next working day.
- B. The Contractor shall be available within one (1) to two (2) hours (response time) in an emergency if repairs are needed.
- C. Services shall include mowing, edging, weeding, raking leaves and cleaning all grass areas and flowerbeds on Mondays, unless otherwise advised. All walkways to the building entrances are to be kept clean.

**EXHIBIT A**  
**Standard Agreement**

- D. The Contractor shall on a monthly basis, hand trim all shrubs and groundcovers to promote proper growth habit, and flower production (informal trimming). Cut branches and leaves to be removed from hedges.
  - E. Basic ant and insecticide spraying shall be done by Contractor monthly.
  - F. The Contractor shall fertilize all ground areas (grass, trees, and flowerbeds) once a month.
  - G. The Contractor shall water the grounds before 6:30 a.m. to prevent employees from getting wet.
  - H. The Contractor shall maintain sprinklers in working order and repair or replace any damaged sprinklers. Any replacement parts shall be equal in quality to existing parts.
  - I. The Contractor shall prevent any further flooding damage by immediately repairing any sprinkler pipe that breaks.
  - J. The Contractor shall dump green waste at the District 5 Caltrans yard bin.
  - K. The Contract Manager or his/her designee shall pre-approve the following:
    - Weed spraying or per-emergent spraying
    - Hedge trimming and other pruning
    - Water schedule times
    - Plants that need to be removed
5. Caltrans agrees to:
- A. Maintain automatic time for sprinklers
  - B. Provide any additional plants/soils

**EXHIBIT B**  
**Standard Agreement**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. Invoicing and Payment**

- A. For services satisfactorily rendered, and upon approval of services by the Contract Manager, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified in Attachment 1. Incomplete or disputed invoices shall be returned to the Contractor, unpaid, for correction.
- B. The Contractor shall submit a certified copy of all payroll records for verification by the Department's Contract Manager and/or Designee with each invoice. Delinquent or inadequate certified payrolls or other required documents will result in the withholding of payment until such documents are submitted by the Contractor.
- C. Itemized invoices shall include this Agreement Number and service month. Invoices shall be signed and submitted in triplicate not more frequently than monthly, in arrears to:

Department of Transportation  
Office/Unit Name, MS Number  
Attention: Contract Manager's Name  
Street Address/P.O. Box  
City, CA Zip Code

- D. The State will honor cash discounts and will make payment to the Contractor in accordance with the cash discount terms specified on the invoice, provided requirements of the Agreement have been met. Discount must be a minimum of one half of 1% of the amount due, but not less than \$25.00.

**2. Budget Contingency Clause**

- A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional or legislative appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the California State Legislature for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms or funding of this Agreement in any manner.



**EXHIBIT B**  
**Standard Agreement**

- C. It is mutually agreed that if the Congress or the State Legislature does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- D. The State has the option to terminate the Agreement under the 30-day termination clause or to amend the Agreement to reflect any reduction of funds.

**3. Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

**4. Cost Limitation**

- A. Total amount of this Agreement shall not exceed \$TBD.
- B. It is understood and agreed that this total is an estimate and that the State will pay only for those services actually rendered as authorized by the contract manager or his/her designee.

**5. Rates**

Rates for these services may be found on Attachment 1 of this document.

**6. Excise Tax**

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

**7. Inclusive Costs**

- A. The cost of employer payments to or on behalf of employees, subsistence, travel, compensation insurance premiums, unemployment contributions, social security taxes, Agreement bond premiums, and any other taxes or assessments INCLUDING SALES AND USE TAXES required by law or otherwise shall be included in the Agreement rates and no additional allowance will be made thereof, unless separate payment provision should specifically so provide.
- B. All costs associated with materials/supplies as described in Exhibit A, Scope of Work, shall be included in Contractor's rates.
- C. Contractors shall make travel and subsistence payments to each worker in compliance with Labor Code sections 1773.1 and 1773.9. Travel and

**EXHIBIT B**  
**Standard Agreement**

subsistence requirements are available on the Department of Industrial Relations website at <http://www.dir.ca.gov/DLSR/PWD/>.

**8. Payroll Records**

- A. The Contractor and each Subcontractor shall comply with the following provisions. The Contractor shall be responsible for compliance by his/her subcontractors.
- 1.) Each Contractor and Subcontractor shall keep accurate payroll records and supporting documents as mandated by Section 1776 of the California Labor Code and as defined in Section 16000 of Title 8 of the California Code of Regulations, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor or Subcontractor in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
    - a.) The information contained in the payroll record is true and correct.
    - b.) The employer has complied with the requirements of California Labor Code Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.
  - 2.) The payroll records, enumerated under paragraph (1) above, shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:
    - a.) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
    - b.) A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of the Department, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to the Department, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the Contractor.
    - c.) The public shall not be given access to certified payroll records by the Contractor. The Contractor is required to forward any requests for certified payrolls to the Contract Manager by both facsimile and regular mail on the business day following receipt of the request.
  - 3.) Each Contractor shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) days after receipt of a written request.

**EXHIBIT B**  
**Standard Agreement**

- 4.) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the Department shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address and social security number. The name and address of the Contractor awarded the Agreement or performing the Agreement shall not be marked or obliterated.
  - 5.) The Contractor shall inform the Department of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.
  - 6.) The Contractor or Subcontractor shall have ten (10) days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the Contractor or Subcontractor fails to comply within the ten-day period, he or she shall, as a penalty to the Department, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by the Department from payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.
- B. The penalties specified in paragraph 6 above for noncompliance with the provisions of said Section 1776 will be deducted from any monies due or which may become due to the Contractor. Penalties assessed for failure to submit certified payrolls are forfeitures and not retentions that will be returned to the Contractor.
- C. Payrolls shall contain the full name, address and social security number of each employee, the correct work classification (including apprentices, if applicable), rate of pay, daily and weekly number of hours worked, itemized deductions made and actual wages paid. The employee's address and social security number need only appear on the first payroll on which his name appears. The payroll shall be accompanied by a "Statement of Compliance" signed by the employer or employer's agent indicating that the payrolls are correct and complete and that the wage rates contained therein are not less than those required by the Agreement. The "Statement of Compliance" shall be on forms furnished by the Department or on any form with identical wording. Any payroll that does not include the required "Statement of Compliance" will be deemed inadequate and unacceptable. The Contractor shall be responsible for the submission of copies of payrolls of all subcontractors.
- D. The Contractor and each Subcontractor shall preserve their payroll records for a period of three (3) years from the date of completion of the Agreement.
- E. The Contractor shall submit a certified copy of all payroll records for verification by the Department's Contract Manager and/or Designee with each invoice. When progress payments are called for, the Contractor shall submit a certified copy of all

**EXHIBIT B**  
**Standard Agreement**

payroll records for verification for the work completed to date with each invoice. Delinquent or inadequate certified payrolls or other required documents will result in the withholding of payment until such documents are submitted by the Contractor.

- F. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this clause.

**9. Penalty**

- A. The Contractor and any Subcontractor under the Contractor shall comply with Labor Code Sections 1774 and 1775. In accordance with said Section 1775, the Contractor shall forfeit, as a penalty to the Department, not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates for such work or craft in which such worker is employed for any public work done under the contract by him or her, or by any subcontractor under him/her, in violation of the provisions of the Labor Code and, in particular, Labor Code Sections 1775 to 1780, inclusively.
- B. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Contractor or Subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor or Subcontractor in meeting his or her prevailing wage obligations, or a Contractor's willful failure to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Contractor or Subcontractor had knowledge of the obligations under the Labor Code. Any contractor that executes and receives a copy of this Agreement is deemed to have knowledge of his or her obligations regarding the Labor Code's prevailing wage requirements. In addition to the penalty and pursuant to Labor Code Section 1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor or Subcontractor.
- C. If a worker employed by a Subcontractor on a public works project is not paid the general prevailing per diem wages by the Subcontractor, the prime Contractor of the project is not liable for any penalties described above unless the prime Contractor had knowledge of that failure of the Subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime Contractor fails to comply with all of the following requirements:
- 1.) The Agreement executed between the Contractor and the Subcontractor for the performance of work on the public works project shall include a copy of the provisions of Sections 1771, 1775, 1775.5, 1776, 1813 and 1815 of the Labor Code.

**EXHIBIT B**  
**Standard Agreement**

- 2.) The Contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the Subcontractor to the employees by periodic review of the certified payroll records of the subcontractor.
  - 3.) Upon becoming aware of the failure of the Subcontractor to pay his or her workers the specific prevailing rate of wage, the Contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited, to retaining sufficient funds due the Subcontractor for work performed on the public works project.
  - 4.) Prior to making final payment to the Subcontractor for work performed on the public works project, the Contractor shall obtain an affidavit signed under penalty of perjury for the Subcontractor that the Subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813.
- D. Pursuant to Section 1775 of the Labor Code, the Department shall notify the Contractor on a public works project within 15 days of receipt of a complaint that a Subcontractor has failed to pay workers the general prevailing rate of per diem wages.
- E. If the Department determines that employees of a Subcontractor were not paid the general prevailing rate of per diem wages and if the Department did not retain sufficient money under the contract to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the Contractor shall withhold an amount of moneys due the Subcontractor sufficient to pay those employees the general prevailing rate of per diem wages if requested by the Department.
- F. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this clause.

**10. State General Prevailing Wage Rates**

- A. The Contractor agrees to comply with all of the applicable provisions of the Labor Code including, those provisions requiring the payment of not less than the general prevailing rate of wages. The Contractor further agrees to the penalties and forfeitures provided in said Code in the event a violation of any of the provisions occurs in the execution of this Agreement.
- B. Pursuant to Section 1771.5 of the Labor Code, not less than the general prevailing wage rate of per diem wages and the general prevailing rate of per diem wages for holiday and overtime work for work of a similar character in the county in which the work is to be performed shall be paid to all workers employed on this Agreement, if this Agreement is for:
  - 1.) More than \$25,000 for public works construction or,

**EXHIBIT B**  
**Standard Agreement**

- 2.) More than \$15,000 for the alteration, demolition, installation, repair, or maintenance of public works.
- C. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this clause.

**11. State Prevailing Wage Rate Determinations**

- A. The General Prevailing Wage Rate Determinations applicable to the project are available and on file with the Department's Regional/District Labor Compliance Office. These wage rate determinations are made a specific part of this contract by reference pursuant to Labor Code Section 1773.2. Any special wage rate determinations applicable to this project are attached.
- B. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations Internet site at:  
<http://www.dir.ca.gov/>
- C. After award of the Agreement, and prior to commencing work, all applicable General Prevailing Wage Rate Determinations are to be obtained by the Contractor from the Department's District/Regional Labor Compliance Officer. These wage rate determinations are to be posted by the Contractor at the job site in accordance with Section 1773.2 of the California Labor Code.
- D. Questions pertaining to predetermined wage rates should be directed to the Department's Regional or District Labor Compliance Office. A list of local Labor Compliance Offices is attached.

**12. Hours of Labor**

- A. Eight- (8) hours labor constitutes a legal day's work. The Contractor shall forfeit, as a penalty to the State of California, twenty-five dollars (\$25.00) for each worker employed in the execution of the Agreement by the Contractor or any Subcontractor under the Contractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of the Labor Code, and in particular Sections 1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half times the basic rate of pay, as provided in Section 1815.
- B. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this clause.

**EXHIBIT B**  
**Standard Agreement**

**13. Employment of Apprentices**

- A. Where either the prime contract or the subcontract exceeds \$30,000, the Contractor and any subcontractors under him or her shall comply with all applicable requirements of Labor Code sections 1777.5, 1777.6 and 1777.7 in the employment of apprentices.
- B. Contractors and subcontractors are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, Contractors and subcontractors are advised to contact the State Division of Apprenticeship Standards, P. O. Box 420603, San Francisco, California 94142-0603, or one of its branch offices, for additional information regarding the employment of apprentices and for the specific journey-to-apprentice ratios for the contract work. The prime Contractor is responsible for all subcontractors' compliance with these requirements Penalties are specified in Labor Code Section 1777.7.
- C. Any subcontract entered into as a result of this contract shall contain all of the provisions of this article.

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Page 1 of 1

**EXHIBIT C**  
**Standard Agreement**



**EXHIBIT D**  
**Standard Agreement**

**SPECIAL TERMS AND CONDITIONS**

**1. Settlement of Disputes**

- A. Any dispute concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be decided by the Department's Contract Officer, who may consider any written or verbal evidence submitted by the contractor. The decision of the Contract Officer, issued in writing, shall be conclusive and binding on both parties to the Agreement on all questions of fact considered and determined by the Contract Officer.
- B. Neither the pendency of a dispute nor its consideration by the Contract Officer will excuse the contractor from full and timely performance in accordance with the terms of the Agreement.

**2. Subcontractors**

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.
- B. The contractor shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted except for subcontractors listed on Attachment 3, Subcontracting Provisions/List.
- C. Any substitution of subcontractors must be approved in writing by the State's Contract Manager in advance of assigning work to a substitute subcontractor.

**3. Termination**

- A. The Department of Transportation reserves the right to terminate this Agreement without cause upon thirty (30) days written notice to the Contractor or immediately in the event of material breach by the Contractor.
- B. In the event that the total contract amount is expended prior to the expiration date, the State may, at its discretion, terminate this contract with 30 days notice to contractor.

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**4. Retention of Records/Audits**

- A. For the purpose of determining compliance with Public Contract Code Section 10115, *et seq.* and Title 21, California Code of Regulations, Chapter 21, Section 2500 *et seq.*, when applicable, and other matters connected with the performance of the Agreement pursuant to Government Code Section 8546.7, the Contractor, subcontractors and the State shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under the Agreement. The State, the State Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the Contractor that are pertinent to the Agreement for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.
- B. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this article.

**5. Default**

If, after award and execution of the Agreement, the contractor defaults, the Agreement may be terminated for non-satisfactory performance. Should he/she default on the Agreement, he/she may be liable to the State for damages including the difference between their original bid price and the actual cost of performing their work by another contractor.

**6. Non-Solicitation**

The contractor warrants, by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained or contracted by the contractor for the purpose of securing business. For breach or violation of this warranty, the state shall have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

**7. Disabled Veterans Business Enterprise (DVBE) Participation (With Goals)**

- A The Contractor has complied with the requirements of Public Contract Code Section 10115 *et seq.* DVBE goals achieved are expressed as a percentage of the

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estimated dollar value of this contract, and are identified on the STD. 840 DVBE Participation Goals and Verification attached to and made a part hereof (Attachment ).

- B The following goals are the Contractor's commitment set forth in this contract based upon the estimated total dollar amount to be expended. \*

3% of work for DVBE(s)

\*If this contract is amended and the additional work can be included in the sub-contracted work, the goals may be amended to reflect this change.

- C Substitutions of DVBEs. Contractor must use the DVBE subcontractors and/or suppliers contained in the solicitation response to the State, unless a substitution has been pre-approved in writing by the Department Contract Manager. No substitutions are to be made without receipt of prior written approval from the Contract Manager. Failure to obtain approval of substitute contractors before work is performed, supplies are delivered or services are rendered may result in payment being denied by Department.
- D At a minimum, the contractor's substitution request must include:
- 1) a written explanation of the substitution reason; and if applicable, the contractor must also include the reason a non-DVBE subcontractor is proposed for use;
  - 2) the contractor must also include a written description of the substitute business enterprise; include their business status as a sole proprietorship, partnership, corporation or other entity, and the firm's DVBE certification status, if any;
  - 3) A written notice detailing a clearly defined portion of the work identified both as a task and as a percentage share/dollar amount of the overall contract that the substitute firm will perform.
- E. **Prior** to the approval of the prime contractor's substitution request, the **Contract Manager** must give written notice to subcontractor being substituted by the prime contractor. A copy of the notice sent by the contract manager must be sent to the Contracts office. The notice must:
- 1) give the reason the prime contractor is requesting substitution of the listed subcontractor;
  - 2) give the listed subcontractor five working days within which to submit written objections to the Contracts Office and copies to the contract manager;
  - 3) notify the subcontractor that if a written objection is not received or received past the due date, such failure will constitute consent to the substitution; and
  - 4) The notice shall be served by certified or registered mail to the last known address of the listed subcontractor.

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If written objections are filed by the listed contractor, the Contract's Office, will render a written decision. The Contracts Office shall give written notice of at least five working days to the listed subcontractor of a hearing by the Department on the prime contractor's request for substitution.

- F. Department may consent to the substitution of another subcontractor in any of the following situations:
- 1) When the subcontractor listed in the solicitation bid, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract, when that written contract based upon the general terms, conditions, plans and specifications for the project involved or the terms of that subcontractor's written bid is presented to the subcontractor by the prime contractor.
  - 2) When the listed subcontractor becomes bankrupt or insolvent, or goes out of business.
  - 3) When the listed subcontractor fails or refuses to perform his or her subcontract.
  - 4) When the listed subcontractor fails or refuses to meet the bond requirements, if any of the prime contractor.
  - 5) When the prime contractor demonstrates to the Department, or its duly authorized officer, that the name of the subcontractor was listed as the result of an inadvertent clerical error.
  - 6) When the listed subcontractor is not licensed pursuant to any applicable licensing requirement of any regulatory agency of the State of California.
  - 7) When the Department or the Contract Manager determines that the work performed by the listed subcontractor is substantially unsatisfactory and not in substantial accordance with the plans and specifications, contract requirements or that the subcontractor is substantially delaying or disrupting the progress of the work.
- H. The request for substitution and the state's approval or disapproval is not to be construed as an excuse for non-compliance with any other provision of law, including but not limited to the subletting and subcontracting fair practices act (Section 4100 *et seq.* Of the Public Contract Code) or any other contract requirements relating to the substitution of subcontractors. Failure to adhere to the DVBE participation in the performance of the contract may be cause for contract termination and recovery of damages under the rights and remedies due the state.
- I. Any DVBE firm acting/working under subcontract must be responsible for providing materials, supplies, equipment or services and must carry out its responsibility by actually performing, managing, or supervising the work involved that is normal for its business services and functions.

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- J. The Contractor shall maintain records of all subcontracts entered into with DVBE sub-contractors including records of materials purchased from DVBE suppliers. Such records shall show the name and address of each DVBE subcontractor or supplier and the total dollar amount paid to each one. Upon completion of the contract, a summary of these records shall be prepared and certified correct by the Contractor or his authorized representative and the summary shall be furnished to the State's Contract Manager.

**8. Laws to be Observed**

The contractor shall keep fully informed of all existing and future state and federal laws and county, and municipal ordinances and regulations which in any manner affect those engaged or employed in the work, the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Contractor shall at all times observe and comply with, and shall cause all agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any jurisdiction or authority over the work. The contractor shall protect and indemnify the State of California and all officers and employees thereof connected with the work against any claim, injury, or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the contractor, a subcontractor, or an employee. If any discrepancy or inconsistency is discovered in the plans, drawings, specification, or Agreement for the work in relation to any such law, ordinance, regulation, order, or decree, the contractor shall immediately report the same to the contract manager in writing.

**9. Specific Statutory Reference**

Any reference to certain statutes in this Agreement shall not relieve the Contractor from the responsibility of complying with all other statutes applicable to the service, work, or rental to be furnished thereunder.

**10. Equipment Indemnification**

- A. The contractor shall indemnify the state against all loss and damage to the contractor's property or equipment during its use under this Agreement and shall at the contractor's own expense maintain such fire, theft, liability or other insurance as deemed necessary for this protection. The contractor assumes all responsibility, which may be imposed by law for property damage or personal injuries caused by defective equipment furnished under this Agreement or by operations of the contractor or the contractor's employees under this Agreement.
- B. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this article.

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**ADDITIONAL PROVISIONS**

**1. Liability Insurance Provisions**

- A. Contractor is responsible for any deductible or self-insured retention contained within the insurance program.
- B. The Insurance policy shall contain a provision that states that coverage will not be cancelled without 30 days prior written notice to the State.
- C. Coverage must be in force for the complete term of this Agreement. If insurance expires during the term of this Agreement, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. This new insurance must still meet the terms of this Agreement.
- D. In the event contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event, subject to the provisions of the Agreement.
- E. Any insurance required to be carried shall be primary, and not excess, to any other insurance carried by the State.
- F. The State will not be responsible for any premiums or assessments on the policy.
  - 1. Commercial General Liability
    - a.) Contractor shall maintain general liability with limits of not less than **\$1,000,000** per occurrence for bodily injury and property damage liability combined. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products and completed operations, personal and advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the contractor's limit of liability.
    - b.) The State of California, its officers, agents, employees, and servants shall be included as additional insured, but only with respect to work performed for the State of California under this Agreement. The insurance carrier should provide an endorsement for the additional insured statement.
  - 2. Automobile Liability
    - a.) Contractor shall maintain motor vehicle liability with limits of not less than **\$1,000,000** per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles. (Auto Liability coverage is needed only if a vehicle is used in the Scope of Work stated in the Agreement.)

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b.) The State of California, its officers, agents, employees, and servants shall be included as additional insured, but only with respect to work performed for the State of California under this Agreement. The insurance carrier should provide an endorsement for the additional insured statement.

**3. Workers' Compensation/Employer's Liability**

Contractor shall maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Agreement, including special coverage extensions where applicable. Employer's liability limits of **\$1,000,000** per incident shall be required.

**2. Motor Carrier Permit Requirements**

Contractor must have a valid Motor Carrier Permit issued from the Department of Motor Vehicles (DMV). Contractor shall pay fee to obtain and maintain, in good standing, all necessary licenses and permits to accomplish this work.

**3. License Requirements**

The Contractor shall be properly licensed in accordance with the laws of the State of California and shall possess a C-27 Landscaping license.

**4. Licensed Contractor Standards for Quality of Work**

A. Licensed contractors must observe professional standards for quality of work or the California Contractors State License Board will invoke disciplinary action.

B. Notice is hereby given that certain actions by a Contractor, including, but not limited to the following, constitute grounds for disciplinary action once the State has notified the license board of all violations:

1. A willful departure from plans and specifications or disregard of trade standards for good and workmanlike construction in any material respect that might prejudice the Department of Transportation, owner of the property upon which you perform work (Bus. & Prof. Code, 7109).
2. The failure to observe and comply with all of the applicable labor laws (Bus. & Prof. Code 7110).
3. Material failure to complete this Agreement (Bus. & Prof. Code 7113).

C. Should the State determine that the work or materials provided vary materially from the specifications, or, that defective work when completed was not performed in a workmanlike manner, then the Contractor warrants that he/she shall perform all necessary repairs, replacement and corrections needed to restore the property according to the Agreement plans and specifications, all at no further or additional cost to the State.



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**5. Force Majeure**

Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include but shall not be limited to acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or governmental statutes or regulations superimposed after the fact. If a delay or failure in performance by the Contractor arises out of a default of its subcontractor, and if such default of its subcontractor, arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION  
**SUBCONTRACTING PROVISIONS/LIST**

Form ADM 1511 (REV. 9/06)

**ATTACHMENT 3**

List all subcontractors that will be used in this Agreement. All subcontractors listed below must be used in accordance with the Agreement. This includes, if applicable, compliance with the subcontracting provisions and any Disabled Veteran Business Enterprise (DVBE), Small Business, and Micro-Business subcontractors. If none, bidder to write "NONE" in this space.

NAME	BUSINESS ADDRESS	DESCRIPTION OF PORTION OF WORK WHICH WILL BE DONE BY EACH CONTRACTOR*

**SMALL BUSINESS SUBCONTRACTING PREFERENCE FORM FOR NON-SMALL BUSINESS BIDDERS****ATTACHMENT 4****ADM 3019** (STATE FUNDED CONTRACTS) (Rev.6/05) Page 1 of 1

BIDDER/PROPOSER BUSINESS NAME	BIDDER/PROPOSER BUSINESS ADDRESS		
CONTACT PERSON	BUSINESS PHONE (      )		
NAME OF PERSON SUBMITTING BID/PROPOSAL	SIGNATURE OF BIDDER/PROPOSER		DATE

**IMPORTANT: 1) Identify all Certified Small Business firms being claimed for credit. 2) List names of all Certified Small Business subcontractors, regardless of their tier or respective items of work, 3) Attach a copy of the Certified Small Business subcontractor's quote to this form. The Certified Small Business' quote will serve as written confirmation that the Certified Small Business is participating in the contract. 4)Ownership information required for reporting requirements.**

LIST CERTIFIED SMALL BUSINESS FIRM(s)	Phone Number (Area Code)	Item of Work, Service, or Materials Supplied	Certification Number/ DGS Reference Number	Business Type	Dollar Amount Claimed**	Percentage of \$ Value Claimed
A CERTIFIED SMALL BUSINESS PRIME Bidder/Proposer Participation						
<b>B. Certified Small Business Subcontractor/Supplier Name and Address</b>						
<b>TOTAL PARTICIPATION CLAIMED</b>					\$	%

Small Business must be certified by California Department of General Services by the bid opening or RFP/SOQ due date. Self-certification is NOT acceptable. **Important:** Names of First Tier Certified Small Business Subcontractors and their respective item(s) of work listed above shall be consistent with the names and items of work in the "List of Subcontractors" submitted with your bid/proposal. \*\*For on-call contracts, the dollar amount represents estimated dollar value claimed.

**FOR CALTRANS USE ONLY**

TOTAL CERTIFIED SMALL BUSINESS PARTICIPATION _____%		
CERTIFIED SMALL BUSINESS VERIFICATION COMPLETED BY:		
NAME:	SIGNATURE:	DATE:

**ADA Notice**

For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

**CALIFORNIA DISABLED VETERAN BUSINESS ENTERPRISE (DVBE)  
PARTICIPATION REQUIREMENTS**

(Revision Date 02/02/2004)

**Please read the requirements and instructions carefully before you begin.**

**AUTHORITY.** The Disabled Veteran Business Enterprise (DVBE) Participation Goal Program for state Agreements is established in Public Contract Code (PCC), §10115 et seq., Military and Veterans Code (MVC), §999 et seq., and California Code of Regulations (CCR), Title 2, §1896.60 et seq.

The **minimum DVBE participation percentage is 3% for this solicitation.**

**INTRODUCTION.** The bidder/proposer must complete and document at least one of the options (A, B or C) in this document to comply with this solicitation's DVBE program requirements. Bids or proposals (hereafter called "bids") that **fail to fully document one of the DVBE program requirement options shall be considered non-responsive and ineligible for award.**

All information submitted by the bidder/proposer to comply with this solicitation's DVBE requirements will be verified by the State. If evidence of an alleged violation is found during the verification process, the State shall initiate an investigation, with this information, in accordance with the requirements of the PCC §10115, et seq., and MVC §999 et seq., and follow the investigatory procedures required by the CCR §1896.80. Contractors found to be in violation of certain provisions may be subject to loss of certification, penalties and contract cancellation.

Only State of California, Office of Small Business and DVBE Certification, certified DVBEs who are domiciled in the State of California and who perform a commercially useful function relevant to this solicitation, may be used to satisfy the DVBE program requirements. Effective January 1, 2004, the certified DVBE companies must perform a **commercially useful function** to be eligible for award. The criteria and definition for performing a **"Commercially Useful Function"** are contained on page 6, entitled **Resources & Information**. Bidders and proposers are encouraged to verify each DVBE subcontractor's/supplier's certification with the Office of Small Business and DVBE Certification Section to ensure DVBE eligibility.

**NOTE:** A common error bidders/proposers make is to state that no subcontractors are needed and goals are not applicable offering that all the work can be done by the bidder/proposer with its own resources. Bidder/proposers are warned that this is **not** an option if your bid is to be deemed responsive.

**PLEASE READ ALL INSTRUCTIONS CAREFULLY.** These instructions contain information about the DVBE program requirements, bidder/proposer responsibilities, and requirements for performing and documenting each of the three available options (Option A, Option B, or Option C) as detailed below. Bidder/proposers are responsible for thorough review and compliance with these instructions. Complete and document your option selection on the attached form, STD. 840, Documentation of Disabled Veteran Business Enterprise Program Requirements.

**NOTE:** The attached STD. 840 form replaces the previously used form ADM-227S.

**To meet the DVBE program requirements, bidder/proposer must complete and fully document at least one of the following compliance options:**

**Option A - Commitment to full DVBE participation** - For a bidder/proposer who is a DVBE or who is able to meet the commitment to use certified DVBE(s) to fulfill the full DVBE participation goal.

**Option B - Good Faith Effort** - For a bidder/proposer documenting its completed effort, made prior to the bid due date, to obtain DVBE participation that may result in partial or no DVBE participation.

**Option C - Business Utilization Plan** - For a bidder/proposer using an annual plan (subject to approval) to satisfy DVBE participation requirements. Applies only to solicitations for goods and Information Technology.

**OPTION A – COMMITMENT** -- Commit to meet or exceed the DVBE participation requirement in this solicitation by either Method A1 or A2. Bidder/proposer must document DVBE participation commitment by completing and submitting the attached STD. 840. Failure to complete and submit STD. 840 (Page 1) as instructed shall render your bid non-responsive in which case the **bid may be rejected**.

Prior to the award of the Agreement, the bidder/proposer must provide a written confirmation from each DVBE that it is participating in the Agreement as provided in the bidder/proposer's STD. 840 (i.e. DVBE's bid/proposal/quote is acceptable). The written confirmation will include the DVBE scope of work, work to be performed by the DVBE, term of intended subcontract with the DVBE, anticipated dates the DVBE will perform required work, rate and conditions of payment, and total amount to be paid to the DVBE. The written confirmations are to be attached to the STD. 840. If further verification is necessary, the state will obtain additional information to verify the above requirements.

**Method A1. Certified DVBE bidder/proposer:**

- a. Commit to performing at least 3% of the Agreement's bid amount with your firm or in combination with another DVBE(s).
- b. Document DVBE participation on STD. 840 (Page 1) and attach a copy of all applicable certifications.
- c. A DVBE bidder/proposer working in combination with other DVBEs shall submit proof of its commitment by submitting a written confirmation of the DVBE(s) identified in its bid on the STD. 840. Failure to submit the written confirmation as specified may be grounds for bid rejection.

**Method A2. Non-DVBE bidder/proposer:**

- a. Commit to using certified DVBE(s) for at least 3% of the bid amount.
- b. When a bidder/proposer commits to less than the required 3% DVBE participation or its commitment may fall below 3%, then Option B, Good Faith Effort must be completed in addition to Option A, Commitment.
- c. Document DVBE participation on STD. 840 (Page 1) and attach a copy of each DVBE's certification.
- d. Prior to Agreement award, a bidder/proposer is to submit proof of their commitment by submitting a written confirmation of each DVBE identified in its' bid's STD. 840. The Department of Transportation official will contact each listed DVBE, by mail, fax or telephone, for verification of the bidder/proposer's submitted DVBE information. Failure to submit the written confirmation as specified may be grounds for bid rejection.

**OPTION B – GOOD FAITH EFFORT (GFE)** performance and documentation requirements must be completely satisfied **prior to bid submission** if you are unable to obtain and commit to the full DVBE participation percentage goal (Option A) and do not exercise Option C. Perform and document the following Steps 1 through 5 on both pages of the attached STD. 840 form. Failure to perform and document GFE Steps 1 through 5 as instructed, which includes properly completing and submitting both pages of STD. 840, shall result in your bid being deemed non-responsive in which case the bid may be rejected. Step 3, Advertisement, is required unless specifically waived by the Department for this solicitation due to imposed time limits.

**Step 1: Awarding Department (PCC §10115.2[b][1])**

Contact the Department of Transportation, Civil Rights, Business Enterprise Program (BEP) by accessing its' web site at <http://www.dot.ca.gov/hq/bep> for assistance in identifying DVBEs. You may also fax your request for assistance to Civil Rights, at (916) 324-8760, or you may contact the Department's DVBE Specialist at (916) 324-8384. You may document this contact and describe the results on STD. 840 (Page 2). Be sure to include a copy of your dated response or BEP web page in your Good Faith Effort documentation to show compliance with Step 1.

**Step 2: Other State and Federal Agencies, and Local Organizations (PCC §10115.2[b][2])**

**STATE:** Contact the Department of General Services, Procurement Division (DGS-PD), Office of Small Business and DVBE Certification (OSDC), to obtain a list of certified DVBEs by telephone at (916) 322-5060 for the 24-hour automated telephone system or (916) 375-4940 for the receptionist during normal business hours. This information can also be obtained by searching the online database at <http://www.pd.dgs.ca.gov/smbus>. Begin by selecting Certified Firm Inquiry Services and then search by using either the Keyword Search or the Standard Query options. You must fully document this contact and describe the results on STD. 840 (Page 2). Attach the results (screen print) of the "Certified Firm Listing", the "Certified Firm Detailed Information" page(s), or the cover page of the "Directory of Certified DVBEs" to document your contact with DGS.

**FEDERAL:** Search the Central Contractor Registration (CCR) on-line database (previously Pro-Net) at <http://www.ccr.gov/> to identify potential DVBEs and click on the "Dynamic Small Business Search" button. All of the search options and information that existed in PRO-Net will now be found at the CCR Dynamic Small Business Search site. First time users should click on the "help" button for detailed instructions. You must fully document this contact and describe the results on STD. 840 (Page 2). Attach the results (screen print) of the Web search page, and any other documents to document your contact with the Small Business Administration (SBA).

**LOCAL:** Contact at least one local DVBE organization to identify DVBEs. For a list of local DVBE organizations, please refer to the DVBE Resource Packet that may be accessed online (<http://www.pd.dgs.ca.gov/smbus> - select "DVBE Resource Packet") or obtain a hardcopy by requesting it from DGS-PD Office of Small Business and DVBE Outreach and Education (see the Resources & Information page). You must fully document your contact with local DVBE organizations and describe the results on STD. 840 (Page 2). Attach documents to support your contacts with the local organizations, indicating the date of contact, the nature of the request, and the results of the contacts. (Letters, emails, fax transmittals along with proof of submittals, are acceptable.)

**Step 3: Advertisements (PCC §10115.2[b][3])**

**Advertisements** are mandatory unless waived by the Department of Transportation.

**CONTENT REQUIREMENTS:** Include all of the following in your advertisement(s): (1) company name; (2) contact name; (3) complete address; (4) telephone and facsimile numbers (if applicable); (5) e-mail address (if applicable); (6) the state's solicitation number; (7) description of goods and/or services for which the state is soliciting; (8) the location(s) of work to be performed; (9) the State's bid due date; (10) and your due date for receiving DVBE responses.

**HOW MANY & WHERE TO PUBLISH:** Bidder/proposers must publish at a minimum, two (2) ads: one (1) each in a trade paper and a DVBE focus paper unless the paper has a dual purpose (fulfilling both trade and focus requirements as defined in CCR, Title 2, section 1896.61(k)), in which case one (1) ad is acceptable in lieu of the two mentioned above. Please see the DVBE Resource Packet for a list of acceptable publications.

**WHEN:** Pursuant to CCR section 1896.63(2), advertisements must be published after the solicitation's release date and at least 14 days prior to the bid due date, unless a different time period is expressly established in this solicitation.

**DOCUMENT & SUBMIT:** On STD. 840 (Page 2), document the publication name(s) in which you published advertisement(s), the contact name and phone number, and date of publication. Include a copy of the advertisement(s) and copy of the publication affidavit(s) with your bid/proposal.

**Step 4: Invitations to Participate (PCC §10115.2[b][4])**

**WHO:** Invite (solicit) DVBEs who can provide relevant goods and/or services to this solicitation to subcontract with you. Conducting Steps 1 through 3 produces a list of DVBEs from which you choose potential DVBEs subcontractors/suppliers to contact. Bidder/proposers are advised to contact as many DVBEs (who provide relevant goods and/or services in the applicable location(s)) as possible. **Non-California-certified DVBEs are not eligible** -- please refer those DVBEs to the OSDC to learn about certification (see the Resources & Information page for contact information).

**FOR WHAT:** Solicit DVBEs for goods and/or services relevant to the Department's solicitation. This allows DVBEs to respond whether they can or cannot provide any goods or services related to the solicitation, and provides a bidder/proposer with responses for consideration. The State encourages bidder/proposers to avoid making a predetermination that no DVBEs are able to perform or no portions of the work can be subcontracted, without first contacting and soliciting participation from them.

**HOW TO INVITE & CONTENT REQUIREMENTS:** **Written invitations are required.** At a minimum, invitations must contain all of the following: (1) company name; (2) contact name; (3) complete address; (4) telephone and facsimile numbers (if applicable); (5) e-mail address (if applicable); (6) the state's solicitation number; (7) description of goods and/or services for which the state is soliciting; (8) the location(s) of work to be performed; (9) the State's bid due date; (10) and your due date for receiving DVBE responses.

**WHEN:** Provide DVBEs with a reasonable time period to receive and respond to your invitation, and to be considered by you for participation as described in Section b (below), prior to your bid/proposal submission.

**DOCUMENT & SUBMIT:** Bidder/proposers must document the completed contacts on STD. 840 (Page 1), Section A. Attach additional copies of STD. 840A as necessary to list your DVBE contacts. You are required to attach a copy of: (1) each invitation or offer sent by mail, fax or e-mail; and (2) confirmation of transmittal or delivery. Your bid/proposal shall be considered non-responsive if it fails to include copies of the written invitations and delivery confirmations.

**Step 5: Consider all responding DVBEs for Agreement participation.**

CCR §1896.61 (d) "The term 'considered' as used in section 10115.2(b)(5) of the Public Contract Code means that the bidder made a bona fide effort to carry out all actions with regard to DVBEs specified in section 10115.2(b)(1-5)(except section 10115.2(b)(3) of the Public Contract Code when the awarding department has waived the advertising requirements of section 10115.2(b)(3) of the Public Contract Code in the solicitation), and reviewed DVBE responses and carefully evaluated and documented the reasons for not selecting such potential subcontractors. The bidder must consider all responding subcontractors for a specified service based upon the same information and evaluation criteria."

Consideration must be based on business needs for this Agreement and the same evaluation criteria must be applied to each potential DVBE subcontractor/supplier offering the same goods and services. You must document using STD. 840 (Page 1), Section A, any firm(s) selected for participation; or, if not selected, the reason for non-selection. Attach additional copies of STD. 840A as necessary to list all of your DVBE contacts.

**OPTION C – THE DVBE BUSINESS UTILIZATION PLAN (BUP)** option permits bidder/proposers to submit an approved DVBE BUP to satisfy DVBE participation solicitation requirements up to 3%. **DVBE BUPs apply only to solicitations for goods and Information Technology (IT) goods and services.** DVBE BUPs are a company's commitment to expend a minimum of 3% of its total statewide Agreement dollars with DVBEs -- this percentage is based on all of its Agreements in the State, not just those with the State. DVBE BUPs must be submitted to and approved by the DGS-PD prior to the bid due date. Please call the DGS-PD, Office of Small Business and DVBE Outreach and Education for assistance. Bidder/proposers choosing this option must properly complete and submit STD. 840 (Page 1) and include a copy of its approval letter with the bid; failure to submit these documents shall render your bid non-responsive, in which case the bid may be rejected.



**RESOURCES AND INFORMATION**

For assistance in preparing a responsive participation document, **contact the Department of Transportation contracting official.** In accordance with Public Contract Code Section 10115.2(b)(3), bidder/proposers must advertise in trade and focus publications unless the requirement is waived. The Department of General Services, Procurement Division (DGS-PD) publishes a list of trade and focus publications to assist bidder/proposers in meeting these Agreement requirements. To obtain this list, please contact the DGS-PD Office of Small Business and DVBE Outreach and Education and request the "DVBE Resource Packet."

<b>U.S. Small Business Administration (SBA):</b> Use the Central Contractor Registration (CCR) on-line database. <i>Internet contact only</i> –Database: <a href="http://www.ccr.gov/">http://www.ccr.gov/</a> .	<b>FOR:</b> Service-Disabled Veteran-owned businesses in California (Remember to verify each DVBE's California certification.)
<b>Local Organizations</b> (see the DVBE Resource Packet available from DGS-PD DVBE Program Section listed below)	<b>FOR:</b> List of potential DVBE subcontractors
<b>DGS-PD Office of Small Business and DVBE Certification (OSDC)</b> 707 Third Street, Room 400, West Sacramento, CA 95605 Website: <a href="http://www.pd.dgs.ca.gov/smbus">http://www.pd.dgs.ca.gov/smbus</a> 24-hour automated information & document requests: (916) 322-5060 Receptionist: (916) 375-4940 Fax: (916) 375-4950	<b>FOR:</b> <ul style="list-style-type: none"> <li>• Directory of Certified DVBEs</li> <li>• Certification Applications</li> <li>• Certification Information</li> <li>• Certification Status, Concerns</li> </ul>
<b>DGS-PD Office of Small Business and DVBE Outreach and Education</b> 707 Third Street, 2nd Floor, West Sacramento, CA 95605 Voice, 8 am—5 pm: (800) 559-5529 Fax: (916) 375-4597	<b>FOR:</b> <ul style="list-style-type: none"> <li>• DVBE Program Participation Requirements</li> <li>• DVBE Program Info. and Statewide Policy</li> <li>• DVBE Resource Packet</li> <li>• DVBE Business Utilization Plan</li> <li>• Small Business/DVBE Advocates</li> </ul>

<b><u>ADVERTISEMENT FORMAT EXAMPLE:</u></b>  This example offers a suggested format that includes required information outlined in Option B, Good Faith Effort, Step 3. You can substitute the applicable information for the bolded, italicized words.  DVBEs are invited to participate as a potential subcontractor/supplier to perform a commercially useful function specific to  <b><i>DGS' IFB No. 12345 for fencing materials in Chowchilla. DVBE responses due to me 1/1/02; Bids due to the State 1/15/02.</i></b> Contact: <b><i>ABC Company</i></b> <b><i>Jane Doe, General Manager</i></b> <b><i>123 Main Street, Sacramento, CA 95814</i></b> voice: <b><i>555/555-5555</i></b> ; fax: <b><i>555/555-5556</i></b> or e-mail: <b><i>jane.doe@abcco.com</i></b>	<b>Commercially Useful Function Definition</b>  California Code of Regulations, Title 2, § 1896.61(l): The term "DVBE contractor, subcontractor or supplier" means any person or entity that satisfies the ownership (or management) and control requirements of Section 1896.61(f); is certified in accordance with Section 1896.70; and provides services or goods that contribute to the fulfillment of the Agreement requirements by performing a commercially useful function.  As defined in MVC §999, a person or an entity is deemed to perform a "commercially useful function" if a person or entity does <b>all</b> of the following: <ul style="list-style-type: none"> <li>▪ Is responsible for the execution of a distinct element of the work of the contract.</li> <li>▪ Carries out the obligation by actually performing, managing, or supervising the work involved.</li> <li>▪ Performs work that is normal for its business services and functions.</li> <li>▪ Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.</li> </ul> A contractor, subcontractor, or supplier will not be considered to perform a commercially useful function if the contractor's, subcontractor's, or supplier's role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of disabled veteran business enterprise participation.
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**Substitution of Proposed DVBE**

After Agreement award, the successful Contractor must use the DVBE or non-DVBE Subcontractors and/or Suppliers contained in the solicitation response to the State, unless a substitution has been pre-approved in writing by the Department of Transportation's (Department) Contract Manager. No substitutions are to be made without receipt of prior written approval from the Department's Contract Manager. Failure to obtain approval of substitute Contractors before work is performed, supplies are delivered or services are rendered may result in payment being denied by the Department.

At a minimum, the Contractor's substitution request must include

- a) a written explanation of the substitution reason; and if applicable, the Contractor must also include the reason a non-DVBE Subcontractor is proposed for use.
- b) a written description of the substitute business enterprise, include their business status as a:
  - sole proprietorship, partnership, corporation or other entity, and
  - the firm's DVBE certification status, if any.
- c) a written notice detailing a clearly defined portion of the work identified both as a task and as a percentage share/dollar amount of the overall Agreement that the substitute firm will perform.

Prior to the approval of the prime Contractor's substitution request, the Department's Contract Manager must give written notice to Subcontractor being substituted by the prime Contractor. A copy of the notice sent by the Department's Contract Manager must be sent to the Department's Contracts Office. The notice must:

- a) give the reason the prime Contractor is requesting substitution of the listed Subcontractor;
- b) give the listed Subcontractor five working days to submit a written objection to the Department's Contracts Office and copies to the Department's Contract Manager;
- c) notify the Subcontractor that if a written objection is not received or received past the due date, such failure will constitute consent to the substitution; and
- d) the notice shall be served by certified or registered mail to the last known address of the listed Subcontractor.

If written objections are filed by the listed Contractor, the Department's Contract's Office, will render a written decision. The Department's Contracts Office shall give written notice of at least five working days to the listed Subcontractor of a hearing by the Department on the prime Contractor's request for substitution.

The Department may consent to the substitution of another Subcontractor in any of the following situations:

- When the Subcontractor listed in the solicitation bid, after having had a reasonable opportunity to do so, fails or refuses to execute a written Agreement, when that written Agreement based upon the general terms, conditions, plans and specifications for the project involved or the terms of that Subcontractor's written bid is presented to the Subcontractor by the prime Contractor.
- When the listed Subcontractor becomes bankrupt or insolvent, or goes out of business.

- When the listed Subcontractor fails or refuses to perform his or her Subcontract.
- When the listed Subcontractor fails or refuses to meet the bond requirements of the prime Contractor.
- When the prime Contractor demonstrates to the Department, or its duly authorized Officer, that the name of the Subcontractor was listed as the result of an inadvertent clerical error.
- When the listed Subcontractor is not licensed pursuant to any applicable licensing requirement of any regulatory agency of the State of California.
- When the Department's or its duly authorized officer or the Department's Contract Manager determines that the work performed by the listed Subcontractor is substantially unsatisfactory and not in substantial accordance with the plans and specifications, Agreement requirements or that the Subcontractor is substantially delaying or disrupting the progress of the work.

The request for substitution and the State's approval or disapproval is **not** to be construed as an excuse for non-compliance with any other provision of law, including but not limited to the Subletting and Subcontracting Fair Practices Act (PCC §4100 et seq.) or any other Agreement requirements relating to the substitution of Subcontractors.

Failure to adhere to the DVBE participation in the performance of the Agreement as proposed by the successful bidder/proposer may be cause for Agreement termination and recovery of damages under the rights and remedies due the State.

### DVBE/Participation

For the purposes of this DVBE participation requirement, the following apply:

- a) A DVBE firm may participate as a prime Contractor, Joint Venture Partner, Subcontractor or Supplier of materials or supplies.
- b) Any bid amount proposed for DVBE participation can only be counted once. That is, any further Subcontracting or spending of DVBE designated bid amounts to another DVBE Subcontractor/Supplier will not count toward meeting the Agreement goal. Moreover, any part of a DVBE-designated bid amount for any other Subcontractor involved in the same bid (suppliers are acceptable) will not count toward meeting the Agreement goal.

### Agreement Audits

Agreement audit requirements and record retention requirements are covered under provisions in the proposed form of Agreement.

## Frequently Asked Questions:

**Question** If I am awarded the Agreement, either with partial or full goal attainment documented, am I required to use the subcontractor/supplier proposed in my bid?

**Answer** Yes, unless you have requested and received prior written approval in writing for substitution in writing from the Department Contract Manager.

**Question** What happens to bids considered non-responsive to the DVBE Participation Program requirements?

**Answer** Non-responsive bids are rejected. Many are rejected because of:

- incomplete documentation;
- documentation not received by the bid due date;
- mathematical error related to the percentages;
- basing goal attainment on workforce composition.

**Question** If I am a Disabled Veteran Business Enterprise, can I meet the Agreement goal as a single company?

**Answer** Yes.

**Question** If my submitted bid meets the Agreement goal and the State decides to make multiple awards to the bid/Agreement, could my bid be considered non-responsive?

**Answer** No, the State's decision to make multiple awards will not disregard bid compliance.

**Question** If I meet the goal, should I also complete and submit the Good Faith Effort Documentation form?

**Answer** Yes. If a DVBE listed for goal attainment is disqualified and the removal results in not meeting the advertised goal, failure to complete and provide the "good faith effort" documentation form will result in an automatic rejection of the bid. Some examples of disqualification are: (a) DVBE prime contractor was not certified by the solicitation due date; (b) a DVBE subcontractor was not certified by the solicitation due date; or (c) the bidder/proposer made a mathematical error resulting in failure to meet the goal.

# DOCUMENTATION OF DISABLED VETERAN BUSINESS ENTERPRISE PROGRAM REQUIREMENTS

STD. 840 (REV. 4-1-2003)

**Designation Of Option** Check the appropriate box(es) to indicate the option(s) with which you choose to comply, complete the applicable sections and attach the required supporting documentation. You are advised to read all instructions carefully prior to completing this form. Remember that only California certified DVBEs who can provide related goods and/or services may be used to satisfy these program solicitation requirements.

- ☐ **OPTION A – I commit to meeting the full DVBE Agreement participation requirement.** Complete STD. 840, Section A.
- ☐ **OPTION B – I performed and documented a Good Faith Effort (GFE) in an attempt to obtain DVBE participation.** Complete STD. 840, Section A (for GFE Steps 4 & 5) and STD. 840 (REVERSE), Section B (for GFE Steps 1–3).
- ☐ **OPTION C – I submit a copy of my firm's "Notice of Approved DVBE Business Utilization Plan."**

## A. Full information must be provided.

**For Agreement participation commitment**, at least one DVBE must be listed. DVBEs must perform a commercially useful function. List the specific goods and/or services with the dollar and/or percentage value(s) that the DVBE(s) commit(s) to provide and the DVBE's tier (prime contractor = 0, subcontractor to prime contractor = 1, subcontractor to Tier 1 subcontractor = 2, etc.). If both the estimated dollar amount and percentage are listed, the higher value supercedes. Attach additional pages to list all other DVBE subcontractors/suppliers (you may use STD. 840A). During contract performance, all requests for substituting named DVBEs must be made in accordance with the provisions of California Code of Regulations, Title 2, Section 1896.64(c).

**For Good Faith Effort (GFE)**, use this section to document your first completed contacts with (Step 4), and consideration of (Step 5), relevant DVBEs. Business reasons for non-selection must be documented. Attach additional pages to list all other DVBE contacts (you may use STD. 840A). Copies of all written invitations and delivery confirmations must also be attached and submitted with the bid/proposal.

BOTH SECTIONS MUST BE COMPLETED FOR GOOD FAITH EFFORT AT LEAST ONE DVBE MUST BE NAMED FOR PARTICIPATION	Date Contacted / /		DVBE Company Name (If you are the Prime and a DVBE enter your name, otherwise enter the solicited subcontractor.)			
	DVBE Contact Name & Reference #		Telephone Number ( ) - ext.	Fax Number ( ) -	E-mail (if available)	
	Street Address, City, State, and Zip Code					
	OR	<input type="checkbox"/> <b>Yes, I am, or I will subcontract with, the listed DVBE to provide the following goods and/or services:</b>				
		Specific Goods and/or Services		Estimated \$ and/or % \$ %	Tier	
		<input type="checkbox"/> <b>No, I am unable to subcontract with the DVBE for the following business reasons:</b>				
	Date Contacted / /		DVBE Company Name			
	DVBE Contact Name & Reference #		Telephone Number ( ) - ext.	Fax Number ( ) -	E-mail (if available)	
	Street Address, City, State, and Zip Code					
	OR	<input type="checkbox"/> <b>Yes, I am, or I will subcontract with, the listed DVBE to provide the following goods and/or services:</b>				
Specific Goods and/or Services		Estimated \$ and/or % \$ %	Tier			
<input type="checkbox"/> <b>No, I am unable to subcontract with the DVBE for the following business reasons:</b>						

ATTACH ADDITIONAL PAGES (OR USE STD. 840A) TO LIST ALL OTHER DVBE CONTACTS

Go to Page 2, Section B to continue Good Faith Effort documentation ➡

**ADDITIONAL DISABLED VETERAN BUSINESS ENTERPRISE CONTACTS**

STD. 840A (EST. 4-1-2003)

**B Documentation of Good Faith Effort Steps 1, 2, and 3**—Remember to carefully read all instructions prior to completing this form. Please refer to the Resources & Information page for detailed contact information and a sample advertisement format.

**STEP 1. Contact the Awarding Department** (the contracting official, unless another contact is specified) to identify potential DVBE subcontractors/suppliers, and document this contact (**optional**).

Date Contacted / /	Contact Name	Telephone Number ( ) - ext.
Describe Result		

**STEP 2. Contact all of the following and document your contacts as required:** Other state and federal agencies and local organizations to identify potential DVBE subcontractors/suppliers. **Attach screen print(s) of Web Results for verification.**

**Other State Agency** – Procurement Division, Office of Small Business and DVBE Certification (Certification Office)

PHONE CONTACT  OR  ONLINE SEARCH	Date / /	Telephone Number <b>(916) 322-5060</b> <b>(916) 375-4940</b>	Contact Name	<input type="checkbox"/> I contacted the Certification Office for a list of California certified DVBEs.
	Date / /	Internet Address <b><a href="http://www.pd.dgs.ca.gov/smbus">http://www.pd.dgs.ca.gov/smbus</a></b>		<input type="checkbox"/> I searched the Certification Office's online database to identify California certified DVBEs.
Describe Result				

**Federal Agency** – U.S. Small Business Administration (SBA) online database

Date / /	Internet Address <a href="http://www.ccr.gov/">http://www.ccr.gov/</a>	<input type="checkbox"/> I searched the federal online database for California DVBEs.
Describe Result		

**Local DVBE Organizations** – Contact at least one local DVBE organization – refer to the DVBE Resource Packet for a list of acceptable contacts. (<http://www.pd.dgs.ca.gov/smbus> – select “DVBE Resource Packet”)

Date / /	Organization Name	Contact Name	Telephone Number and/or Internet Address ( ) - <a href="http://www.">http://www.</a>
Describe Result			

Date / /	Organization Name	Contact Name	Telephone Number and/or Internet Address ( ) - <a href="http://www.">http://www.</a>
Describe Result			

**STEP 3. Publish advertisements:** At least two (2) advertisements: One (1) ad in an accepted trade paper; and one (1) ad in an accepted DVBE focus paper (please see the DVBE Resource Packet for a list of all accepted publications); unless the paper is dual purpose (fulfilling both trade and focus requirements), in which case one (1) ad is acceptable. **Document this step as required and remember to attach a copy of your advertisement(s).**

<b>Focus Paper Name</b> (list full name)	Contact Name	Telephone Number ( ) -
<b>Address</b>		Date Ad Published / /
<b>Trade and Focus Paper Name</b> (list full name)	Contact Name	Telephone Number ( ) -
<b>Address</b>		Date Ad Published / /

☐ I certify the ad was placed to reach both trade and focus audiences through this one publication.

<b>Trade and Focus Paper Name</b> (list full name)	Contact Name	Telephone Number ( ) -
<b>Address</b>		Date Ad Published / /

**ADDITIONAL DISABLED VETERAN BUSINESS ENTERPRISE CONTACTS**

STD. 840A (EST. 4-1-2003)

***This document may be used as a continuation from Section A, STD. 840 (REV. 4-1-2003)***

Date Contacted / /	DVBE Company Name		
DVBE Contact Name & Reference #	Telephone Number ( ) - ext.	Fax Number ( ) -	E-mail (if available)
Street Address, City, State, and Zip Code			

OR	<input type="checkbox"/> <b>Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:</b>		
	Specific Goods and/or Services	Estimated \$ and/or % \$ %	Tier
	<input type="checkbox"/> <b>No, I am unable to subcontract with the DVBE for the following business reasons:</b>		

Date Contacted / /	DVBE Company Name		
DVBE Contact Name & Reference #	Telephone Number ( ) - ext.	Fax Number ( ) -	E-mail (if available)
Street Address, City, State, and Zip Code			

OR	<input type="checkbox"/> <b>Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:</b>		
	Specific Goods and/or Services	Estimated \$ and/or % \$ %	Tier
	<input type="checkbox"/> <b>No, I am unable to subcontract with the DVBE for the following business reasons:</b>		

Date Contacted / /	DVBE Company Name		
DVBE Contact Name & Reference #	Telephone Number ( ) - ext.	Fax Number ( ) -	E-mail (if available)
Street Address, City, State, and Zip Code			

OR	<input type="checkbox"/> <b>Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:</b>		
	Specific Goods and/or Services	Estimated \$ and/or % \$ %	Tier
	<input type="checkbox"/> <b>No, I am unable to subcontract with the DVBE for the following business reasons:</b>		

Date Contacted / /	DVBE Company Name		
DVBE Contact Name & Reference #	Telephone Number ( ) - ext.	Fax Number ( ) -	E-mail (if available)
Street Address, City, State, and Zip Code			

OR	<input type="checkbox"/> <b>Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:</b>		
	Specific Goods and/or Services	Estimated \$ and/or % \$ %	Tier
	<input type="checkbox"/> <b>No, I am unable to subcontract with the DVBE for the following business reasons:</b>		

**ADDITIONAL DISABLED VETERAN BUSINESS ENTERPRISE CONTACTS**

STD. 840A (EST. 4-1-2003)

***This document may be used as a continuation from Section A, STD. 840 (REV. 4-1-2003)***

Date Contacted / /	DVBE Company Name		
DVBE Contact Name & Reference #	Telephone Number ( ) - ext.	Fax Number ( ) -	E-mail (if available)
Street Address, City, State, and Zip Code			

OR	<input type="checkbox"/> <b>Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:</b>		
	Specific Goods and/or Services	Estimated \$ and/or % \$ %	Tier
	<input type="checkbox"/> <b>No, I am unable to subcontract with the DVBE for the following business reasons:</b>		

Date Contacted / /	DVBE Company Name		
DVBE Contact Name & Reference #	Telephone Number ( ) - ext.	Fax Number ( ) -	E-mail (if available)
Street Address, City, State, and Zip Code			

OR	<input type="checkbox"/> <b>Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:</b>		
	Specific Goods and/or Services	Estimated \$ and/or % \$ %	Tier
	<input type="checkbox"/> <b>No, I am unable to subcontract with the DVBE for the following business reasons:</b>		

Date Contacted / /	DVBE Company Name		
DVBE Contact Name & Reference #	Telephone Number ( ) - ext.	Fax Number ( ) -	E-mail (if available)
Street Address, City, State, and Zip Code			

OR	<input type="checkbox"/> <b>Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:</b>		
	Specific Goods and/or Services	Estimated \$ and/or % \$ %	Tier
	<input type="checkbox"/> <b>No, I am unable to subcontract with the DVBE for the following business reasons:</b>		

Date Contacted / /	DVBE Company Name		
DVBE Contact Name & Reference #	Telephone Number ( ) - ext.	Fax Number ( ) -	E-mail (if available)
Street Address, City, State, and Zip Code			

OR	<input type="checkbox"/> <b>Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:</b>		
	Specific Goods and/or Services	Estimated \$ and/or % \$ %	Tier
	<input type="checkbox"/> <b>No, I am unable to subcontract with the DVBE for the following business reasons:</b>		



## DVBE Program Requirements Supplier Checklist (Rev. 4-1-2003)

Please do not submit this checklist with your bid. It is provided for your use only. Checking every box of your elected compliance option does not guarantee that your bid will be evaluated compliant.

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### ☐ **OPTION A: COMMITMENT TO DVBE AGREEMENT PARTICIPATION**

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- ☐ STD. 840 included with bid
  - ☐ DVBE Written Agreement(s)
  - ☐ Designated the Commitment Option – Checked the first box
  - ☐ Listed at least one California certified DVBE subcontractor
  - ☐ Checked the box(es) for “Yes...”
  - ☐ Listed specific goods and/or services DVBE(s) agrees to provide
  - ☐ Proposed DVBE Agreement performance is a “commercially useful function” relevant to the Agreement
  - ☐ Listed the estimated dollar amount and/or percentage of Agreement for the DVBE’s participation
  - ☐ Proposed DVBE participation meets the 3% requirement (unless a different percentage is specified)
  - ☐ Attached a copy of the DVBE’s certification letter from the Department of General Services
- 

### ☐ **OPTION B: GOOD FAITH EFFORT (GFE)**

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- ☐ STD. 840 included with bid
  - ☐ Designated the GFE Option – checked the second box
  - ☐ (Step 4) Listed all DVBEs contacted and invited to perform on the proposed Agreement
  - ☐ Confirmed that listed DVBEs are California certified and verified certification expiration date
  - ☐ Attached copies of the invitations sent to the listed DVBEs
  - ☐ Invitations included the required contact information
  - ☐ Attached copies of the delivery confirmations for invitations to DVBEs (e.g. mail receipts, fax confirmations, etc.)
  - ☐ (Step 5) Checked the “No” boxes and listed the business reasons for non-selection of DVBEs contacted
  - ☐ (Step 1) Contacted the Awarding Department and listed contact and results
  - ☐ (Step 2) Contacted Other State agency (Office of Small Business and DVBE Certification) and listed the contact and results
  - ☐ (Step 2) Searched the Federal U.S. Small Business Administration (SBA) using the Central Contractor Registration (CCR) on-line database and noted the results
  - ☐ (Step 2) Contacted Local DVBE Organization(s) and listed the contact and results
  - ☐ (Step 3) Advertised – IF NOT WAIVED
    - Listed full information for the advertisement(s) and publication(s)
    - At least 2 ads in one trade and in one DVBE focus publication; **OR** 1 ad in one dual-purpose publication
    - Attached a copy of the advertisement(s) and affidavit(s) of publication
    - The advertisement(s) were published at least 14 days prior to the bid date
    - The advertisement(s) included my required contact information
- 

### ☐ **OPTION C: BUSINESS UTILIZATION PLAN (BUP)**

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- ☐ Prior to the bid due date – Submitted a BUP to DGS-PD and received approval
  - ☐ STD. 840 included with bid
  - ☐ Designated the BUP Option – Checked the third box
  - ☐ Attached a copy of the BUP Approval letter from DGS-PD
-

## Information to Assist Contractors Bidding on Caltrans Projects Using Certified Disabled Veteran Business Enterprises (DVBES) for State Funded Contracts

The objective of the California Department of Transportation (Caltrans), Civil Rights, Disadvantaged Business Enterprise Program is to increase the level of participation of Disabled Veteran Business Enterprises (DVBE) on state funded highway construction. The following information will assist Contractors seeking certified DVBEs to meet the required project participation goals for contracts with Caltrans.

### How To Obtain A List of Certified DVBEs On-Line from the DGS Database

The Department of General Services (DGS) Office of Small Business and Disabled Veteran Business Enterprises Certification (OSDC) administers DVBE certification and maintains a certified directory.

- Access the directory at, <http://www.pd.dgs.ca.gov/smbus/default.htm>
- Click on [Certified Firm Inquiry Services](#), located in the center of the web page. These first two steps will take you to the web page where you can exercise your options of querying DVBEs.

There are a number of options to identify DVBEs from the DGS database web site. Either the [Keyword Query](#) or [Standard Query](#) can be used to find firms by certification reference number (REF), business name, certification type, business type, Standard Industrial Classification (SIC) Code, and service area location. Following are instructions for two options to query certified DVBEs. **For assistance with specialized web site functions or to be mailed a copy of the Directory of Certified DVBEs, please call the DGS OSDC at (916) 375-4940.**

**Contact Bryan Harradine at (916) 440-0511 for web or download assistance.**

### A "Certified Firm Listing" of DVBEs can be queried, using the following instructions:

- Click on [Standard Query](#) option (located in the center of the web page)
- Under the title **Find Certified Firms**, Click on [Search for certified Firms by Certification Type, Business Type, SIC Code, and/or Location](#)

**Step 1 of 4** Check box for DVBE **Certification Type** and Check box for **Business Type** (select from Construction, Manufacturer, Non-manufacturer, and/or Service), click

**Step 2 of 4** Scroll and hold CTRL key selecting up to 3 **Major Industry Sic Code(s)**, click

Note: This page provides a link to the U.S. Department of Labor, Occupational Safety & Health Administration (OSHA) web page to look up a SIC code, by clicking on [Search for Standard Industrial Classification \(SIC\) code](#) Enter keyword (i.e., concrete). View it, click upper right "x" to exit link and return to Step 2 of 4, then continue.

**Step 3 of 4** Hold the CTRL key, selecting multiple **Line of Business SIC Code(s)**, click

**Step 4 of 4** Select either: ☐ **Statewide** or, ☐ **Use a map of California to choose a location** (If you use the map, select the District where the work is to be performed.), click

**Information to Assist Contractors Bidding on Caltrans Projects Using Certified  
Disabled Veteran Business Enterprises (DVBEs) for State Funded Contracts**

**A complete list, by category, can also be downloaded, using the following instructions:**

- Click on [Standard Query](#) option (located in the center of the web page)
- Under the title **Download Certified Firm Data to Customize Your Own List**, click on [DVBE](#) (located in about the center of the web page). Use either PDF or TXT versions.
- "The PDF versions are lists that you can view and/or print. "

[Commodities](#)

[Construction](#) (Click on one of these certified listings categorized by DGS or all categories and print it)

[Services](#)

[All Categories](#)

\*The **TXT version** allows manipulation of data to download to your customized list-follow web page instructions.

**NOTE:** Contractors are to include the results web search page (print screen) of "Certified Firm Listing", or the cover page of the "Directory of DVBEs" page with the *CALTRANS BIDDER-DVBE INFORMATION* bid documents to verify date the certification information was researched.

**How To Obtain the DVBE Resource Packet**

The DVBE Resources Packet was developed by DGS to assist in soliciting DVBEs. It includes a listing of approved advertising sources of trade and focus newspapers, and a listing of state, federal, and local contacts to locate DVBEs. The packet can be printed from the DGS OSDC web site located at, <http://www.pd.dgs.ca.gov/smbus/default.htm>

- In the center of the web page, under the "Outreach & Education" section, click on [DVBE Resource Packet](#) to view or print this information.